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11 MSR Technology Group, LLC

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IN THE UNITED STATES DISTRICT COURT
THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

MSR TECHNOLOGY GROUP, LLC, a
Delaware limited liability company,

Plaintiff,

v.

IDC TECHNOLOGIES INC., a California
corporation,

Defendant.

Case No.

COMPLAINT FOR DAMAGES

(1) BREACH OF CONTRACT
(2) ACCOUNT STATED

DEMAND FOR JURY TRIAL

Plaintiff MSR Technology Group, successor-in-interest to Synapsis Inc. and i3infotek Inc. (collectively “**MSRTG**”), complains and alleges:

INTRODUCTION

1. This is an action to recover money owed by Defendant IDC Technologies, Inc. (“IDC”) in the amount of no less than \$860,142.20 for services rendered by MSRTG pursuant to a written contract.

2. IDC’s payment obligations arise from the services rendered by MSRTG pursuant to Professional Services Agreements entered into between the parties.

3. IDC engaged MSRTG to provide staffing services for IDC’s clients. MSRTG provided personnel for IDC as requested. After performing the services as agreed by the parties, the benefit of which was accepted by IDC, MSRTG delivered invoices for payment of the services rendered in accordance with section 9 of the parties’ agreements. IDC, however, failed to satisfy its payment obligations, as reflected in the past-due invoices in the aggregate amount of \$860,142.20.

4. MSRTG has fully performed all of its obligations under the parties’ agreements. IDC is liable to MSRTG under the terms of the agreements for failure to compensate MSRTG for services it rendered to IDC.

THE PARTIES

5. MSRTG is a Delaware limited liability company with its principal place of business in Wilmington, Delaware. MSRTG’s sole member resides in the state of Washington. MSRTG’s predecessor MSR acquired Synapsis Inc. and i3infotek Inc. in December 2020 and September 2018, respectively, and assumed all rights and obligations Synapsis Inc. and i3infotek Inc. had under the Professional Services Agreements (as defined below). Synapsis and Synapsis and i3infotek merged into MSR in December 2023, and effective January 2024, the only surviving entity is MSRTG. Thus, MSTRG is the successor-in-interest to Synapsis Inc. and i3infotek Inc. and entitled to enforce the Professional Services Agreements (as defined below).

6. IDC is a California corporation with its principal place of business in Milpitas, California, in the County of Santa Clara.

JURISDICTION AND VENUE

7. The Court has jurisdiction over all the causes of action alleged in this Complaint pursuant to 28 U.S.C. § 1332 because complete diversity between MSRTG and IDC exists and because the amount in controversy exceeds \$75,000.

8. The Court has personal jurisdiction over IDC because it is a California corporation that conducts business within the state.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because IDC's principal place of business is located in Santa Clara County. Additionally, venue is proper in this District because under the terms of the Professional Services Agreements (as defined below), IDC submits and consents to jurisdiction and venue in Santa Clara County, California.

INTRADISTRICT ASSIGNMENT

10. Pursuant to Local Civil Rules 3-2(c), 3-2(e), and 3-5(b), assignment of the case to the San Jose Division is proper because Defendant IDC has its principal place of business situated in Milpitas, California, and a substantial part of the events or omissions giving rise to the claim have occurred within Santa Clara County, California.

FACTUAL ALLEGATIONS

11. MSRTG is a global professional services company specializing in technology and specialized domains.

12. IDC is engaged in the business of providing information technology services or other services to clients and hired MSRTG to help find and staff qualified personnel to provide services to IDC's clients.

13. MSRTG's predecessors, Synapsis Inc. and i3infotek Inc., and IDC entered into Professional Services Agreements dated June 1, 2021, and October 27, 2022, respectively, (the "**Agreements**"). As described in Paragraph 5, MSRTG's predecessor MSR acquired Synapsis Inc. and i3infotek Inc. in December 2020 and September 2018, respectively, and assumed all rights and obligations Synapsis Inc. and i3infotek Inc. had under the Professional Services Agreements. True and correct copies of the June 1, 2021, and October 27, 2022 Agreements are attached as **Exhibits A and B, respectively**.

14. In the Agreements, IDC agreed to pay MSRTG an hourly rate for personnel supplied by MSRTG, and IDC agreed to immediately pay MSRTG all undisputed amounts upon receipt of client system approved timesheets.

15. Between September 2022, and March 2024, MSRTG provided services for IDC as requested and in accordance with the Agreements. MSRTG sent IDC invoices for the services provided by MSRTG in accordance with the Agreements.

16. Although IDC acknowledged its obligation to pay the invoices issued by MSRTG, IDC has failed to timely and fully pay the past-due invoices issued by MSRTG for services rendered. The total amount owed by IDC to MSRTG for the past-due invoices is \$860,142.20.

17. IDC has not disputed the amounts owed for the past-due invoices nor has IDC identified any basis as to why IDC is not obligated to pay the full amount owed.

18. Rather, IDC agreed on multiple occasions it owes the amounts reflected in the past-due invoices to MSRTG, and in response to MSRTG's repeated requests for payment, IDC promised to pay the amounts owed in the past-due invoices. For example, in an e-mail dated July 19, 2024, Haokhoseh Kipgen of IDC acknowledged the past-due amounts owed to MSRTG and, without offering any objection to the invoices, asked for more time to pay the invoices. Then in an e-mail dated October 2, 2024, Praveen Anand of IDC promised IDC "can make the payments in 2nd week of October."

19. IDC, however, failed to pay \$860,142.20 owed to MSRTG for the personnel services MSRTG provided in 2022, 2023, and 2024.

20. On May 27, 2025, MSRTG's counsel sent a demand letter to IDC, for payment of \$860,142.20.

21. Despite MSRTG's demands for payment for the amounts due, MSRTG has not received the money it is owed from IDC.

FIRST CLAIM FOR RELIEF

BREACH OF CONTRACT

22. MSRTG incorporates each of the above paragraphs herein by reference.

23. The Agreements are valid, binding, and subsisting agreements between MSRTG and IDC.

24. Pursuant to the Agreements, IDC agreed to pay MSRTG an hourly rate for personnel supplied by MSRTG, and IDC agreed to pay MSRTG all undisputed amounts upon receipt of invoices from MSRTG and client system approved timesheets.

25. MSRTG fulfilled all of its obligations pursuant to the Agreements, including providing personnel and issuing invoices.

26. Although IDC acknowledged its obligation to pay the invoices issued by MSRTG, IDC failed to timely and fully pay \$860,142.20 owed to MSRTG.

27. IDC's failure to satisfy its payment obligations owed to MSRTG for services rendered constitutes a material breach of the Agreements.

28. As a direct and proximate cause of IDC's breach of the Agreements, MSRTG has been damaged in an amount of no less than \$860,142.20.

29. MSRTG is also entitled to costs and attorney fees under Section 12 of the Agreements.

SECOND CLAIM FOR RELIEF

ACCOUNT STATED

30. MSRTG incorporates each of the above paragraphs herein by reference.

31. MSRTG submitted invoices to IDC in the ordinary course and consistent with the parties' agreement.

32. Between September 2022, and March 2024, MSRTG provided services for IDC and sent IDC invoices for the services provided by MSRTG.

33. IDC failed to timely and fully pay the invoices issued by MSRTG for services rendered between September 2022 and March 2024, in the total amount of \$860,142.20.

34. IDC never objected to any of those invoices. Rather, IDC agreed on multiple occasions it owes the amounts reflected in the past-due invoices to MSRTG.

35. Although IDC acknowledged its obligation to pay the invoices issued by MSRTG, IDC failed to pay \$860,142.20 owed to MSRTG.

DAVIS WRIGHT TREMAINE LLP

36. The unpaid invoices constitute an account stated, and upon such, a balance of \$860,142.20 is due to MSRTG from IDC.

37. IDC has failed to pay the \$860,142.20 owed to MSRTG despite due demand therefor.

38. By reason of the foregoing, there is justly due and owing from IDC to MSRTG the sum of \$860,142.20.

Demand for jury trial

MSRTG hereby demands a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

DEMAND FOR JURY TRIAL

MSRTG hereby demands a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

Wherefore, MSRTG prays for the judgment as follows:

- A. For an entry of judgment against IDC in the amount no less than \$860,142.20;
- B. For an award of prejudgment interest on the said sum for the maximum amount allowed by California law;
- C. For the costs of suit as allowed under section 12 of the Agreements and California law;
- D. For attorneys' fees as allowed under section 12 of the Agreements and California law; and
- E. For such other and further relief as the Court deems just and proper.

DATED: July 16, 2025

Respectfully submitted,

DAVIS WRIGHT TREMAINE LLP

By: 
THOMAS D. STOUT

Attorneys for Plaintiff
MSR Technology Group, LLC

EXHIBIT A



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of the last chronological date appearing on the signature page by and **between IDC Technologies Inc.**, a California Corporation with Principal Administrative Office at **920 Hillview Court, Suite #250, Milpitas CA 95035** (hereinafter called "IDC") with a Federal Tax ID: **37-1467839** and **i3infotek Inc** (hereinafter called "Supplier") located at **379 Thornall St 9th fl Edison, NJ 08837** and having Fed ID: **47-4371102**

RECITALS:

IDC is engaged in the business of providing information technology services or other services to its clients located in USA and Canada ("Clients");

Supplier is engaged in the business of locating and supplying personnel("Contractors") to provide such services to Clients or Clients' End Customers as per the specifications of IDC; and

IDC and Supplier hereby agree as follows:

1. RELATIONSHIP STATUS BETWEEN THE PARTIES:

This Agreement does not create a partnership between IDC and Supplier. The legal relationship between IDC and Supplier is completely defined in this Agreement which is an Agreement between a buyer and a seller. Contractors are neither IDC nor its Clients' employees. Contractors are Supplier's employees. No Contractor shall be entitled to any benefits from IDC Technologies Inc. or Clients, including insurance of any kind, leave, stock options, vacations, or any other benefit of any kind except as provided by Supplier. IDC and Clients shall not be obligated and Supplier shall be obligated to make any and all deductions, withhold any taxes, or take any other actions to comply with any and all federal, state, municipal, Social Security, Disability Insurance, Worker's Compensation, or any other agency rules, regulations, or requirements. Upon written demand, Supplier shall provide IDC or Clients with written proof that all such rules, regulations, and requirements are being complied with by Supplier. Supplier shall defend, indemnify, and hold harmless IDC and Clients from any and all claims arising out of Supplier's failure or alleged failure to comply with all such rules, regulations, and requirements. All Supplier contractors will have (10) business days performance guarantee after the start of the project and during this period if the contractor gets fired from project due to non-performance or work attitude, then IDC will not be liable for any payment to supplier for this period. If IDC becomes aware, by any means, that Supplier or its Contractors have tried to reach out to IDC's Client or End Customer directly/indirectly for payments, it is construed as a breach of contract.

2. EXCLUSIVITY:

Supplier agrees that IDC has expended significant resources and expense in developing its relationship with Client, which relationship is protectable and of significant value. Supplier has benefited from IDC's business relationship and hereby agrees that during this Agreement and for twelve(12) consecutive months after the latter of either the termination of this Agreement for any reason by either party or the final completion of Services by any Supplier employees/contractors, Supplier shall not directly or indirectly: (This Clause will not be applicable to any pre existing relationships with your clients, but will be applicable in cases where IDC Technologies Inc is closing the placement of your candidate/ employee.)

(a) Solicit, arrange, contract or subcontract to provide Services to IDC's Client (or Client's End Customers) for the purpose of offering or providing any Services the same or similar to those performed by the Supplier under this Agreement. Supplier or Supplier's employee/contractor under no circumstances will approach IDC's Client/ End Customer and directly or indirectly engage in any rate related discussions/negotiation/payment terms/payment delay issues.

(b) Divert, allow or cause any Supplier Employees/Contractor's (who worked for Supplier at any time within twelve (12) months preceding the latter of the termination of this Agreement or the final completion of Services) to provide to IDC's

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Client/End Customer, through Supplier directly or through any other person or entity(including other Client Suppliers), work or Services the same or similar to the work or Services performed by Supplier Employees/Contractor's under or through this Agreement.

(c) Solicit, contract, hire or offer employment to any person who are employed by IDC & its affiliates, Client/End Customer during the term of this Agreement, and who are in any ways related to the performance of Services hereunder.

(d). "Supplier Employee(s)" or "Employee(s)" means those employees, agents, Suppliers, contractors and representatives of Supplier provided or to be provided by Supplier to perform Services pursuant to this Agreement.

(e) During the term of this agreement and for a period of one year thereafter IDC shall not solicit or hire the employees of the Supplier assigned through this agreement.

(f) During the term of this Agreement, Employee shall not (a) engage in any activity that is competitive with the business of Employer; or to become an employee, agent or representatives of any other company in a related field without the express written consent of IDC.

The violation of the aforesaid clause will be considered as a breach of this Agreement. Supplier is liable to bare all the legal expenses including but not limited to attorney and court fee on behalf IDC for recovering the damages from the Supplier.

3. I9 COMPLIANCE:

Supplier is required to maintain a record of candidate's **I9 Form** duly signed by concerned persons along with a minimum of 2 supporting evidence of identity and eligibility to work in the United States. IDC is not liable for any consequential damages arising out of, incident to, or in connection with violation of USCIS laws by Supplier or Supplier's Contractors. Supplier shall not assign any Contractor Personnel to perform Services hereunder unless such Contractor Personnel holds work authorization valid for the entire duration of such Contractor Personnel's assignment under this Agreement.

4. PERSONNEL:

(a) Supplier shall assign only those of its personnel who meet minimum skill, knowledge and training standards, as those standards are determined by IDC, in IDC's sole discretion, necessary to perform the Services required under this Subcontract Agreement. For purposes of this Subcontract Services Agreement, Supplier's personnel means, individually and collectively, the persons performing the Services whom are employed by, contracted by, subcontracted by, under the direction or control of, or otherwise furnished by Supplier. Without limiting the generality of the foregoing, Supplier's personnel shall include, but are not limited to, Supplier's employees, agents and permitted "sub" Suppliers (and the employees and agents of such sub-Suppliers). Personnel are not and shall not be considered for any purposes the employees of IDC or IDC' Clients.

(b) IDC/IDC's Client shall have the right to review the qualifications of and interview (in person or by telephone, as practicable) all personnel Supplier designates to perform work under this Subcontract Services Agreement, from time to time in IDC's sole discretion. IDC reserves the right in its sole discretion to disapprove the continuing assignment of Supplier personnel provided hereunder. Supplier will honor the specific requests with respect to the assignment of personnel to perform Supplier's obligations hereunder. Supplier will promptly remove any personnel performing work hereunder upon request by IDC, and promptly provide substitute personnel satisfactory to IDC.

(c) Supplier agrees not to divert any personnel from performance hereof without the prior written consent of IDC. In the event it becomes necessary to remove such personnel for reasons beyond the control of Supplier, Supplier shall deliver to Contractor at least 2 weeks (10 business days) advance written notice thereof, which notice shall designate the name and qualifications of the proposed replacement, whose qualifications and capabilities shall be at least equal to those of the person being replaced, and who shall be subject to the approval of Contractor. Supplier confirms that Supplier's employee/contractor

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will not accept any other offer for a period of 2 weeks after receipt of IDC' client confirmation via email and will be considered as a breach if done so. Supplier will be liable for liquidated damages as determined in the court of law.

(d) In the event it becomes necessary to replace Supplier personnel for non-performance or misrepresentation of their skills during the selection process, Supplier shall not bill Contractor for the first ten (10) working days of the replacement personnel's Services.

(e) Supplier recognizes that failure/delay in providing the services after signing the Task Order/Statement of Work will adversely prejudice IDC's reputation and business prospects with its client and will be financially damaging to the Company. Supplier agrees that if it fails to provide services after signing the Task Order/Statement of Work, or after agreeing to the Task Order/Statement of Work through other means such as e-mail, such failure will be considered a breach of this Agreement by the Supplier or his contractor(s), IDC will be entitled to damages as decided by court of law. In addition IDC shall also have the right to seek legal and other remedies to recover in full the financial damages arising out of Supplier's breach of this clause.

5. CONFIDENTIALITY / INTELLECTUAL PROPERTY:

Supplier, its Employees and/or Contractors agree to hold in confidence and not use, publish, disclose, or utilize in any manner, except as may be required by law, any trade secret or confidential information marked as "proprietary," "private," "company private," or otherwise identified as proprietary to, or a trade secret of, Clients ("Confidential Information"). The term Confidential Information will not include information which (1) is or becomes generally available to the public other than as a result of a disclosure by Clients or (2) is or becomes available to Supplier on a non-confidential basis from a source other than Clients.

The following clause, or one substantially similar to it, will be included in all contracts between Supplier and its employees or independent contractors ("Employees") when such Employees are designated for assignment as Contractors to Clients which will then be defined as their employer ("Employer") for purposes of this paragraph:

Employee's Treatment of and Duties Regarding Confidential Information: Employee will never directly or indirectly disclose, transfer, or use any Confidential Information without the prior written consent of [Supplier]. Confidential Information means: (i) Production processes, marketing techniques, mailing lists, customer names, financial information, methods of doing business, trade secrets, and or information relating to Employer's business or the business of any Employer ; (ii) Source and object code, flow charts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts, and related documentation and manuals, whether or not developed by or contributed to by Employee during the term of this agreement; and (iii) All other materials or information related to the business or activities of Employer which are not generally known to others engaged in similar business or activities. The lack of any marking or statement that particular item is Confidential Information will not affect its status as Confidential Information. Confidential Information will not include or mean: (i) Information in the public domain not as a result of a breach of any duty owed to Employer by Employee or any other person; (ii) Information already known to Employee prior to this agreement; (iii) Information published or disseminated by Employer without restrictions to persons other than Employee; (iv) Information identified in writing by Employer as not being Confidential Information; and (v) Information provided by a Supplier without restriction on disclosure. Employee agrees that Employer will own all technical notes, programs, specifications, and other tangible and intangible property and work product prepared in conjunction with Employee's performance hereunder. Employee agrees to sign any assignment, license, trademark, patent application, or other such documents necessary to perfect title and or ownership of work product created, in whole or in part, by Employee. The terms of this section will survive the termination of the Employer-Employee relationship. The terms of this term of this Agreement shall survive its termination, whether for cause or not.

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6. INSURANCE:

Supplier agrees to procure and maintain in effect during the term of this Agreement appropriate insurance coverage as detailed below:

General Liability Insurance with a limit of \$2,000,000

Umbrella Insurance with a limit of \$4,000,000

Automobile Insurance with a combined single limit of \$1,000,000

Worker's Compensation and Employer's Liability Insurance as required by applicable State Law

Technical E&O Insurance with a per claim and an aggregate limit of \$1,000,000

7. INDEMNITY:

To the fullest extent permitted by law, the Supplier shall fully indemnify and hold harmless IDC and its subsidiaries, affiliates, shareholders, directors, officers, partners, agents, employees, Client and End Customer from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, suffered and/or incurred by IDC, its clients and/or End Customer and arising out of or resulting from performance of the services contemplated herein by Supplier and/or its Contractor(s), provided that such claim, damage, loss or expense is attributable to, among other things, financial injury, theft, misappropriation, and/or misuse of personal property or Confidential Information of IDC, its Clients and/or End Customer, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by (i) intentional acts of Supplier and/or its Contractor(s); (ii) a breach of any term or condition of this Agreement and/or any representation or warranty, or any provision or obligation by Supplier and/or its Contractor(s) under this Agreement, (iii) claims of Supplier or its Contractor(s) for non-payment of wages, over time, double time, discrimination, or other wage and hour or any and all other employment related claims; or (iv) the negligent acts or omissions of the Supplier and/or its Contractor(s), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Supplier and/or Contractor(s) liability under this paragraph shall survive the expiration or termination of this Agreement.

8. NO CONSEQUENTIAL DAMAGES:

In no event will IDC, its Clients or its End Customers be liable to Supplier or its Contractor(s) for any consequential damages, expenses, liabilities, fees, or losses ("Losses") arising as a result of this Agreement. In no event will IDC, its Clients or its End Customers be liable to Supplier or its Contractor(s) for any incidental, indirect, or consequential Losses, including but not limited to, lost profits or lost data, arising from or related to any services performed or goods developed pursuant to this Agreement even if it is advised of the possibility of such Losses or if such Losses could be reasonably foreseen.

9. PAYMENT:

(a) Supplier shall submit invoices monthly for the services satisfactorily performed and accepted during the preceding month. Invoices submitted for work charged on an hourly basis will be supported by approved timesheets duly approved by IDC's Client Reporting Manager and supported by verification from IDC's Clients and/or End Customers. IDC shall pay the undisputed amount of each correct invoice received from the Supplier in accordance with the terms of this Agreement and the applicable PO/SOW only upon receipt of Client system approved timesheets only. No manual and e-mail approvals will be considered for payments. IDC is entitled to withhold any amount disputed in good faith by IDC's Client and/or End Customer, until the dispute is resolved and the failure to pay any such disputed amount shall not be a breach by IDC of its obligations under this Agreement. In the event that IDC does not receive payments due to any of the activities of Supplier's employee/contractor, Supplier agrees 1) to refund that amount paid by IDC to the Supplier, if any, and 2) that IDC is not obligated to pay for such services. Supplier is entitled to compensation per its invoice only upon client's System- approved timesheets for that portion of invoice which is not under dispute. For any disputed item, IDC will share client email proof and once dispute is resolved and IDC is paid, IDC will release funds to supplier.

This Agreement shall be extended for successive one-year periods from the date first written above unless the Supplier or IDC provides notice in writing within 14 days prior to the termination date.

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10. NON-PAYMENT TO CONTRACTOR PERSONNEL:

If IDC determines that the Supplier is not paying its employee/contractor providing services to IDC or its Clients or End Customers, IDC will notify the Supplier of its knowledge of nonpayment. Supplier will thereafter have seven (7) days from the date of notification to remedy the situation to the satisfaction of IDC. If Supplier fails to remedy the situation, it will be viewed as a breach of the Agreement and the Supplier's Agreement with IDC will be terminated immediately. IDC's only responsibility to Supplier will be for Services provided to IDC or its Clients or End Customers for any PO/SOW that have been completed at the time of the Contractor Agreement termination and for which IDC's Clients and/or End Customers has paid IDC.

11. TERMINATION:

(a) IDC may at any time terminate this Agreement with or without cause upon notice to the Supplier. This termination shall be deemed upon termination of client engagement in connection with which services are being performed or at the IDC's Client's or End Customer's request to remove Supplier's contractor. In the event either party desires to terminate this Agreement for any reason other than breach of the above mentioned clauses (in which case notice of termination shall be effective immediately) such party shall give 14 days' notice to the other.

(b) IDC may at any time terminate the Supplier's employee/contractor without prior notice due to misconduct or negligence. If in the first ten (10) business days after execution of the applicable contract, IDC's Client or End Customer desires to release the supplier's employee/contractor due to non performance of duties or any other valid reason including without limitation work attitude, IDC may do so immediately with no compensation due to the Supplier or Supplier's Contractor. However, this clause would take effect after providing IDC written evidence, the sufficiency of which is in the sole discretion of IDC, from the IDC's Client or End Customer.

Upon termination of this Agreement for any reason, Supplier and its Contractor will cease all activity on the Project and shall promptly provide to IDC's Client or End Customer without cost, all work product and files developed by Supplier's employee/contractor under this Agreement and all materials provided to Supplier employee/contractor, including without limitation all computers, tablets, phones, access keys and credentials, in connection with this Agreement or received by Supplier or its Contractor or Employee during performance of its services under this Agreement.

12. ATTORNEY FEES:

The prevailing party in any action, suit, or arbitration to enforce the terms of this Agreement, will be entitled to reasonable attorney fees and costs, including attorney fees and costs incurred in the collection of any judgment or award and the prevailing party will collect the same from the other.

13. PRESUMPTIONS AND INTERPRETATION OF THIS AGREEMENT:

For all purposes, including the interpretation of Section 8 and of the other terms of this Agreement, it will be conclusively presumed that this Agreement was drafted by both parties and that both parties were represented by an attorney in the negotiations for and the drafting of all of the terms of this Agreement.

14. GOVERNING LAW:

The laws of the State of California will govern this Agreement. The venue for any action, suit, or arbitration arising out of this Agreement will be located in Santa Clara County, California.

15. FORCE MAJEURE:

Neither party will be liable to the other for failure to perform its obligation hereunder if and to the extent that such failure to perform results from causes beyond its control, including without limitation, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of public enemy; immigration issues; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

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16. ENTIRE AGREEMENT:

This Agreement and the assigned Purchase order constitute sole and entire Agreement between IDC and Supplier and supersedes all prior contemporaneous statements, promises, understandings or agreements. This Agreement cannot be amended except by written agreement of the parties hereto.

17. MODIFICATIONS, WAIVERS, AND SEVERANCE:

No modification of this Agreement will be valid or binding unless in writing and signed by the party to whom such waiver is sought to be enforced. A valid waiver of any term of this Agreement will not be deemed a waiver of any other term. If any term of this Agreement is held illegal or unenforceable by a court of competent jurisdiction, such term will be deemed severable from the remaining terms and will not affect the validity or enforceability of the remaining terms.

18. ATTACHMENTS:

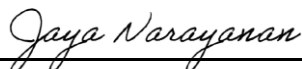
The following documents are attached to this Agreement and are incorporated:
Assignment Purchase Order.

In witness hereof, the parties hereto have caused this Agreement to be executed.

Signature Section:

i3infotek Inc.

379 Thornall St 9th fl,
Edison, NJ 08837
Contact # 732-734-4098*101
Fax # -
Fed ID #: 47-4371102
Email Address: jaya.n@i3infotek.com



(Signature)

Name: Jaya Narayanan

Title: HR Manager

Date: 10/21/2022

IDC Technologies Inc.

920 Hillview Court, Suite #250
Milpitas, CA 95035
Contact # 408-376-0212
Fax # 408-608-6088
Fed ID # 37-1467839
Email Address: meena@idctechnologies.com



(Signature)

Name: Meenakshi Bhakhry

Title: HR Manager

Date: Oct 27, 2022

IDC Technologies Inc.

920 Hillview Court, Suite#250

Milpitas, CA 95035

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EXHIBIT B



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of the last chronological date appearing on the signature page by and **between IDC Technologies Inc.**, a California Corporation with Principal Administrative Office at **920 Hillview Court, Suite#250, Milpitas CA 95035** (hereinafter called " IDC") with a Federal Tax ID: **37-1467839** and **Synapsis Inc.** hereinafter called "Supplier") located at **3161 W White Oaks Dr, STE 302, Springfield IL 62704** and having Fed ID: **81-0718852**.

RECITALS:

IDC is engaged in the business of providing information technology services or other services to its clients located in USA and Canada ("Clients");

Supplier is engaged in the business of locating and supplying personnel("Contractors") to provide such services to Clients or Clients' End Customers as per the specifications of IDC; and

IDC and Supplier hereby agree as follows:

1. RELATIONSHIP STATUS BETWEEN THE PARTIES:

This Agreement does not create a partnership between IDC and Supplier The legal relationship between IDC and Supplier is completely defined in this Agreement which is an Agreement between a buyer and a seller. Contractors are neither IDC nor its Clients' employees. Contractors are Supplier's employees. No Contractor shall be entitled to any benefits from IDC Technologies Inc. or Clients, including insurance of any kind, leave, stock options, vacations, or any other benefit of any kind except as provided by Supplier. IDC and Clients shall not be obligated and Supplier shall be obligated to make any and all deductions, withhold any taxes, or take any other actions to comply with any and all federal, state, municipal, Social Security, Disability Insurance, Worker's Compensation, or any other agency rules, regulations, or requirements. Upon written demand, Supplier shall provide IDC or Clients with written proof that all such rules, regulations, and requirements are being complied with by Supplier. Supplier shall defend, indemnify, and hold harmless IDC and Clients from any and all claims arising out of Supplier's failure or alleged failure to comply with all such rules, regulations, and requirements. All Supplier contractors will have (10) business days performance guarantee after the start of the project and during this period if the contractor gets fired from project due to non-performance or work attitude, then IDC will not be liable for any payment to supplier for this period. If IDC becomes aware, by any means, that Supplier or it's Contractors have tried to reach out to IDC's Client or End Customer directly/indirectly for payments, it is construed as a breach of contract.

2. EXCLUSIVITY:

Supplier agrees that IDC has expended significant resources and expense in developing its relationship with Client, which relationship is protectable and of significant value. Supplier has benefited from IDC' business relationship and hereby agrees that during this Agreement and for twelve(12) consecutive months after the latter of either the termination of this Agreement for any reason by either party or the final completion of Services by any Supplier employees/contractors, Supplier shall not directly or indirectly: (This Clause will not be applicable to any pre existing relationships with your clients, but will be applicable in cases where IDC Technologies Inc is closing the placement of your candidate/ employee.)

(a) Solicit, arrange, contract or subcontract to provide Services to IDC's Client (or Client's End Customers) for the purpose of offering or providing any Services the same or similar to those performed by the Supplier under this Agreement. Supplier or Supplier's employee/contractor under no circumstances will approach IDC's Client/ End Customer and directly or indirectly engage in any rate related discussions/negotiation/payment terms/payment delay issues.

(b) Divert, allow or cause any Supplier Employees/Contractor's (who worked for Supplier at any time within twelve (12) months preceding the latter of the termination of this Agreement or the final completion of Services) to provide to IDC's Client/End Customer, through Supplier directly or through any other person or entity(including other Client Suppliers), work



or Services the same or similar to the work or Services performed by Supplier Employees/Contractor's under or through this Agreement.

(c) Solicit, contract, hire or offer employment to any person who are employed by IDC & its affiliates, Client/End Customer during the term of this Agreement, and who are in any ways related to the performance of Services hereunder.

(d). "Supplier Employee(s)" or "Employee(s)" means those employees, agents, Suppliers, contractors and representatives of Supplier provided or to be provided by Supplier to perform Services pursuant to this Agreement.

(e) During the term of this agreement and for a period of one year thereafter IDC shall not solicit or hire the employees of the Supplier assigned through this agreement.

(f) During the term of this Agreement, Employee shall not (a) engage in any activity that is competitive with the business of Employer; or to become an employee, agent or representatives of any other company in a related field without the express written consent of IDC.

The violation of the aforesaid clause will be considered as a breach of this Agreement. Supplier is liable to bare all the legal expenses including but not limited to attorney and court fee on behalf IDC for recovering the damages from the Supplier.

3. 19 COMPLIANCE:

Supplier is required to maintain a record of candidate's **19 Form** duly signed by concerned persons along with a minimum of 2 supporting evidence of identity and eligibility to work in the United States. IDC is not liable for any consequential damages arising out of, incident to, or in connection with violation of USCIS laws by Supplier or Supplier's Contractors. Supplier shall not assign any Contractor Personnel to perform Services hereunder unless such Contractor Personnel holds work authorization valid for the entire duration of such Contractor Personnel's assignment under this Agreement.

4. PERSONNEL:

(a) Supplier shall assign only those of its personnel who meet minimum skill, knowledge and training standards, as those standards are determined by IDC, in IDC's sole discretion, necessary to perform the Services required under this Subcontract Agreement. For purposes of this Subcontract Services Agreement, Supplier's personnel means, individually and collectively, the persons performing the Services whom are employed by, contracted by, subcontracted by, under the direction or control of, or otherwise furnished by Supplier. Without limiting the generality of the foregoing, Supplier's personnel shall include, but are not limited to, Supplier's employees, agents and permitted "sub" Suppliers (and the employees and agents of such sub-Suppliers). Personnel are not and shall not be considered for any purposes the employees of IDC or IDC' Clients.

(b) IDC/IDC's Client shall have the right to review the qualifications of and interview (in person or by telephone, as practicable) all personnel Supplier designates to perform work under this Subcontract Services Agreement, from time to time in IDC's sole discretion. IDC reserves the right in its sole discretion to disapprove the continuing assignment of Supplier personnel provided hereunder. Supplier will honor the specific requests with respect to the assignment of personnel to perform Supplier's obligations hereunder. Supplier will promptly remove any personnel performing work hereunder upon request by IDC, and promptly provide substitute personnel satisfactory to IDC.

(c) Supplier agrees not to divert any personnel from performance hereof without the prior written consent of IDC. In the event it becomes necessary to remove such personnel for reasons beyond the control of Supplier, Supplier shall deliver to Contractor at least 2 weeks (10 business days) advance written notice thereof, which notice shall designate the name and qualifications of the proposed replacement, whose qualifications and capabilities shall be at least equal to those of the person being replaced, and who shall be subject to the approval of Contractor. Supplier confirms that Supplier's employee/contractor will not accept any other offer for a period of 2 weeks after receipt of IDC' client confirmation via email and will be considered as a breach if done so. Supplier will be liable for liquidated damages as determined in the court of law.



(d) In the event it becomes necessary to replace Supplier personnel for non-performance or misrepresentation of their skills during the selection process, Supplier shall not bill Contractor for the first ten (10) working days of the replacement personnel's Services.

(e) Supplier recognizes that failure/delay in providing the services after signing the Task Order/Statement of Work will adversely prejudice IDC's reputation and business prospects with its client and will be financially damaging to the Company. Supplier agrees that if it fails to provide services after signing the Task Order/Statement of Work, or after agreeing to the Task Order/Statement of Work through other means such as e-mail, such failure will be considered a breach of this Agreement by the Supplier or his contractor(s), IDC will be entitled to damages as decided by court of law. In addition IDC shall also have the right to seek legal and other remedies to recover in full the financial damages arising out of Supplier's breach of this clause.

5. CONFIDENTIALITY / INTELLECTUAL PROPERTY:

Supplier, its Employees and/or Contractors agree to hold in confidence and not use, publish, disclose, or utilize in any manner, except as may be required by law, any trade secret or confidential information marked as "proprietary," "private," "company private," or otherwise identified as proprietary to, or a trade secret of, Clients ("Confidential Information"). The term Confidential Information will not include information which (1) is or becomes generally available to the public other than as a result of a disclosure by Clients or (2) is or becomes available to Supplier on a non-confidential basis from a source other than Clients.

The following clause, or one substantially similar to it, will be included in all contracts between Supplier and its employees or independent contractors ("Employees") when such Employees are designated for assignment as Contractors to Clients which will then be defined as their employer ("Employer") for purposes of this paragraph:

Employee's Treatment of and Duties Regarding Confidential Information: Employee will never directly or indirectly disclose, transfer, or use any Confidential Information without the prior written consent of [Supplier]. Confidential Information means: (i) Production processes, marketing techniques, mailing lists, customer names, financial information, methods of doing business, trade secrets, and or information relating to Employer's business or the business of any Employer; (ii) Source and object code, flow charts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts, and related documentation and manuals, whether or not developed by or contributed to by Employee during the term of this agreement; and (iii) All other materials or information related to the business or activities of Employer which are not generally known to others engaged in similar business or activities. The lack of any marking or statement that particular item is Confidential Information will not affect its status as Confidential Information. Confidential Information will not include or mean: (i) Information in the public domain not as a result of a breach of any duty owed to Employer by Employee or any other person; (ii) Information already known to Employee prior to this agreement; (iii) Information published or disseminated by Employer without restrictions to persons other than Employee; (iv) Information identified in writing by Employer as not being Confidential Information; and (v) Information provided by a Supplier without restriction on disclosure. Employee agrees that Employer will own all technical notes, programs, specifications, and other tangible and intangible property and work product prepared in conjunction with Employee's performance hereunder. Employee agrees to sign any assignment, license, trademark, patent application, or other such documents necessary to perfect title and or ownership of work product created, in whole or in part, by Employee. The terms of this section will survive the termination of the Employer-Employee relationship. The terms of this term of this Agreement shall survive its termination, whether for cause or not.

6. INSURANCE:

Supplier agrees to procure and maintain in effect during the term of this Agreement appropriate insurance coverage as detailed below:

General Liability Insurance with a limit of \$2,000,000

Umbrella Insurance with a limit of \$4,000,000

Automobile Insurance with a combined single limit of \$1,000,000

Worker's Compensation and Employer's Liability Insurance as required by applicable State Law

Technical E&O Insurance with a per claim and an aggregate limit of \$1,000,000



7. INDEMNITY:

To the fullest extent permitted by law, the Supplier shall fully indemnify and hold harmless IDC and its subsidiaries, affiliates, shareholders, directors, officers, partners, agents, employees, Client and End Customer from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, suffered and/or incurred by IDC, its clients and/or End Customer and arising out of or resulting from performance of the services contemplated herein by Supplier and/or its Contractor(s), provided that such claim, damage, loss or expense is attributable to, among other things, financial injury, theft, misappropriation, and/or misuse of personal property or Confidential Information of IDC, its Clients and/or End Customer, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by (i) intentional acts of Supplier and/or its Contractor(s); (ii) a breach of any term or condition of this Agreement and/or any representation or warranty, or any provision or obligation by Supplier and/or its Contractor(s) under this Agreement, (iii) claims of Supplier or its Contractor(s) for non-payment of wages, over time, double time, discrimination, or other wage and hour or any and all other employment related claims; or (iv) the negligent acts or omissions of the Supplier and/or its Contractor(s), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Supplier and/or Contractor(s)' liability under this paragraph shall survive the expiration or termination of this Agreement.

8. NO CONSEQUENTIAL DAMAGES:

In no event will IDC, its Clients or its End Customers be liable to Supplier or its Contractor(s) for any consequential damages, expenses, liabilities, fees, or losses ("Losses") arising as a result of this Agreement. In no event will IDC, its Clients or its End Customers be liable to Supplier or its Contractor(s) for any incidental, indirect, or consequential Losses, including but not limited to, lost profits or lost data, arising from or related to any services performed or goods developed pursuant to this Agreement even if it is advised of the possibility of such Losses or if such Losses could be reasonably foreseen.

9. PAYMENT:

(a) Supplier shall submit invoices monthly for the services satisfactorily performed and accepted during the preceding month. Invoices submitted for work charged on an hourly basis will be supported by approved timesheets duly approved by IDC's Client Reporting Manager and supported by verification from IDC's Clients and/or End Customers. IDC shall pay the undisputed amount of each correct invoice received from the Supplier in accordance with the terms of this Agreement and the applicable PO/SOW only upon receipt of Client system approved timesheets only. No manual and e-mail approvals will be considered for payments. IDC is entitled to withhold any amount disputed in good faith by IDC's Client and/or End Customer, until the dispute is resolved and the failure to pay any such disputed amount shall not be a breach by IDC of its obligations under this Agreement. In the event that IDC does not receive payments due to any of the activities of Supplier's employee/contractor, Supplier agrees 1) to refund that amount paid by IDC to the Supplier, if any, and 2) that IDC is not obligated to pay for such services. Supplier is entitled to compensation per its invoice only upon client's System- approved timesheets for that portion of invoice which is not under dispute. For any disputed item, IDC will share client email proof and once dispute is resolved and IDC is paid, IDC will release funds to supplier.

This Agreement shall be extended for successive one-year periods from the date first written above unless the Supplier or IDC provides notice in writing within 14 days prior to the termination date.

10. NON-PAYMENT TO CONTRACTOR PERSONNEL:

If IDC determines that the Supplier is not paying its employee/contractor providing services to IDC or its Clients or End Customers, IDC will notify the Supplier of its knowledge of nonpayment. Supplier will thereafter have seven (7) days from the date of notification to remedy the situation to the satisfaction of IDC. If Supplier fails to remedy the situation, it will be viewed as a breach of the Agreement and the Supplier's Agreement with IDC will be terminated immediately. IDC's only responsibility to Supplier will be for Services provided to IDC or its Clients or End Customers for any PO/SOW that have been completed at the time of the Contractor Agreement termination and for which IDC's Clients and/or End Customers has paid IDC.



11. TERMINATION:

(a) IDC may at any time terminate this Agreement with or without cause upon notice to the Supplier. This termination shall be deemed upon termination of client engagement in connection with which services are being performed or at the IDC's Client's or End Customer's request to remove Supplier's contractor. In the event either party desires to terminate this Agreement for any reason other than breach of the above mentioned clauses (in which case notice of termination shall be effective immediately) such party shall give 14 days' notice to the other.

(b) IDC may at any time terminate the Supplier's employee/contractor without prior notice due to misconduct or negligence. If in the first ten (10) business days after execution of the applicable contract, IDC's Client or End Customer desires to release the supplier's employee/contractor due to non performance of duties or any other valid reason including without limitation work attitude, IDC may do so immediately with no compensation due to the Supplier or Supplier's Contractor. However, this clause would take effect after providing IDC written evidence, the sufficiency of which is in the sole discretion of IDC, from the IDC's Client or End Customer.

Upon termination of this Agreement for any reason, Supplier and its Contractor will cease all activity on the Project and shall promptly provide to IDC's Client or End Customer without cost, all work product and files developed by Supplier's employee/contractor under this Agreement and all materials provided to Supplier employee/contractor, including without limitation all computers, tablets, phones, access keys and credentials, in connection with this Agreement or received by Supplier or its Contractor or Employee during performance of its services under this Agreement.

12. ATTORNEY FEES:

The prevailing party in any action, suit, or arbitration to enforce the terms of this Agreement, will be entitled to reasonable attorney fees and costs, including attorney fees and costs incurred in the collection of any judgment or award and the prevailing party will collect the same from the other.

13. PRESUMPTIONS AND INTERPRETATION OF THIS AGREEMENT:

For all purposes, including the interpretation of Section 8 and of the other terms of this Agreement, it will be conclusively presumed that this Agreement was drafted by both parties and that both parties were represented by an attorney in the negotiations for and the drafting of all of the terms of this Agreement.

14. GOVERNING LAW:

The laws of the State of California will govern this Agreement. The venue for any action, suit, or arbitration arising out of this Agreement will be located in Santa Clara County, California.

15. FORCE MAJEURE:

Neither party will be liable to the other for failure to perform its obligation hereunder if and to the extent that such failure to perform results from causes beyond its control, including without limitation, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of public enemy; immigration issues; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

16. ENTIRE AGREEMENT:

This Agreement and the assigned Purchase order constitute sole and entire Agreement between IDC and Supplier and supersedes all prior contemporaneous statements, promises, understandings or agreements. This Agreement cannot be amended except by written agreement of the parties hereto.

**17. MODIFICATIONS, WAIVERS, AND SEVERANCE:**

No modification of this Agreement will be valid or binding unless in writing and signed by the party to whom such wavier is sought to be enforced. A valid wavier of any term of this Agreement will not be deemed a wavier of any other term. If any term of this Agreement is held illegal or unenforceable by a court of competent jurisdiction, such term will be deemed severable from the remaining terms and will not affect the validity or enforceability of the remaining terms.

18. ATTACHMENTS:

The following documents are attached to this Agreement and are incorporated:

Assignment Purchase Order.

In witness hereof, the parties hereto have caused this Agreement to be executed.

Signature Section:

Synapsis Inc.

3161 W White Oaks Dr, STE 302,
Springfield IL 62704

[Redacted]
[Redacted]
[Redacted]
[Redacted]

(Signature)

Name: Manmadha Rao Gujja

Title: Account Manager

Date: 06.01.2021

IDC Technologies Inc.

920 Hillview Court, Suite#250
Milpitas, CA 95035

[Redacted]
[Redacted]
[Redacted]
[Redacted]

(Signature)

Name: Meenakshi Bhakhry

Title: HR Manager

Date: _____



PURCHASE ORDER

- I. **CLIENT: TCS/ PSCU**
- II. **Project Location: 560 Carillon parkway St. Petersburg FL 33716**
- III. **SCOPE OF RESPONSIBILITIES: Nice RPA Developer**
- IV. **CONTRACTOR TO PERFORM SERVICES: Mounish Thatikonda**
Contact Number: 240-609-9215
Email ID: mounish123@gmail.com

TIMESHEETS: TCS has a online Timesheet Portal(Ultimatix), every Contractor will get the access to Ultimatix from their respective IDC Account Manager. **Once the BAID is generated, Contractor can report to project site and will be required to finish mandatory training online in Ultimatix within 2 weeks of joining without fail. Non-completion of mandatory training within the stipulated timeline will result in immediate termination of such Contractor and Supplier will be liable for \$1000.00 per course as penalty.**

Contractor has to upload their hours in the TCS Timesheet System and send us the screenshots (pasted in a word .doc format) on the last working day of the month at timesheets@idctechnologies.com. It is the responsibility of the Contractor to followup with the TCS Reporting Manager and ensure Timesheets are duly approved in Ultimatix. Ultimatix system gets freezed on the last working day of every month, hence the Contractor needs to ensure all the hours for the month are entered on or before the last working day of every month.

*****CONTRACTOR CANNOT START WITHOUT BAID GENERATION**

- V. **COMPENSATION:** Supplier will be compensated at a rate of **USD \$76 Per Hour**. Supplier will invoice IDC on a monthly basis along with the Timesheets duly approved in the Client System (ULTIMATIX) for work performed by Supplier's employee/contractor. Payment will be made on a **Net 45 days** basis from the time IDC receive the invoice with approved timesheets via email. IDC and IDC's client are not responsible for any out-of-pocket and travel expenses unless specifically agreed to in this PO/SOW. There will be a deduction of 1.75% as a processing fee per invoice..
- VI. Please check the box if you are agreeing for an early payment.

☐ **There will be a charge of 2.95% if you choose early payment discount (Monthly invoicing and Net 15 days). Payments will be made only if the client system approved timesheets will be provided. No manual and e mail confirmations will be considered for this.**

- VII. **START DATE: June 14th,2021**

DURATION: 12+ Months

(The services can be terminated anytime by IDC or by Reporting Manager with a notice to the Consultant or to the vendor)

Signing this contract abides supplier to ensure that the contractor named in Purchase order starts the project on said date or else it will be treated as breach of contract unless otherwise changed by IDC or its Client.

- VIII. **Contractor / Vendor acknowledges and agrees that time records entered into the client system and / or expenses invoiced more than three calendar months after the service month for whatever reason, will not be paid by IDC.**

Note: This PO is contingent up on clearance of background check and submission of proper work authorization documents. No Overtime is allowed until approved by IDC HR Manager. In the event Client Manager requests for overtime, the Contractor has to inform the IDC HR Manager, who will take necessary approvals from TCS RMG if required.

General Guidelines to Supplier/Contractor:

- **I9 Compliance** – Supplier is required to maintain a record of Contractor's **I9 Form** duly signed by concerned persons along with a minimum of 2 supporting evidences of identity and eligibility to work in United States. IDC is not liable for any consequential damages arising out of, incident to, or in connection with violation of USCIS laws by Supplier or Supplier's Contractors.



- Standard terms will apply from the Master Services Agreement executed between both the parties.
- There will be a deduction of one-time actual BGC fees amount from the first payment of the supplier Contractor invoice.
- Vendor will be required to provide payment proofs for their employees upon our client request for an audit.
- If the supplier Contractor backs out once the BGC is initiated, the BGC fees will be deducted from the existing ongoing billing.
- If the supplier Contractor backs out and there is no active contract in that case IDC will be billing the vendor for the BGC fees.
- Invoices are due by 3rd of each month for services rendered in the preceding month. Failure to submit invoices on time will delay the payments from IDC's end. All invoices to be submitted only by email to invoices@idctechnologies.com.
- Under no circumstances, Supplier's Contractor/employee will engage in any rate related discussions with IDC's client.

NOTE : It is the responsibility of the Supplier to educate its employee/contractor with the below mentioned guidelines and ensure they understand the process. IDC will not be responsible if the process is not followed.

General guidelines for Consultants(Timesheet Related):

- IDC will coordinate with the TCS Project Team and forward the Client Reporting Details to Contractor/Supplier. Under no circumstances, Contractor will report to Client Site without BA ID creation. IDC will not be responsible for any payments which are related to Contractor joining the Client Site prior to BA ID creation date.
- If the Contractor's assignment is ending mid-month, they should enter all time on or before their last working day at the client site. The TCS BAID terminates on the last day of their assignment and there is no mechanism to enter missing timesheet once the TCS BAID is terminated.
- Inform your TCS Reporting Manager to approve Timesheets on a weekly basis to avoid any hassles, and definitely prior to the end of each month.
- Contractor will have access to TCS Ultimatix through the TCS BAID / Employee Number.
- First time, the default password to Ultimatix is **ChangePwd@ddmmyyyy** (ddmmyyyy is the consultants Date of Birth).
- For Ultimatix login related issues, they should reach out to their immediate TCS Onsite Reporting Manager.
- Please send us a snapshot of your timesheets as per your contract terms via email to timesheets@idctechnologies.com and if we do not receive a screenshot of your Ultimatix timesheets, we will not be able to process your payment.

Synapsis Inc.

3161 W White Oaks Dr, STE 302,
Springfield IL 62704

[Redacted]
[Redacted]
[Redacted]
[Redacted]

(Signature)

Name: Manmadha Rao Gujja

Title: Account Manager

Date: 06.01.2021

IDC Technologies Inc.

920 Hillview Court, Suite#250
Milpitas, CA 95035

[Redacted]
[Redacted]
[Redacted]
[Redacted]m

(Signature)

Name: Meenakshi Bhakhry

Title: HR Manager

Date: _____